

Kirkwood CC

Faculty Assn.

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Agreement between

**KIRKWOOD COMMUNITY COLLEGE
FACULTY ASSOCIATION**

and

KIRKWOOD COMMUNITY COLLEGE

2006-2009

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ARTICLE I RECOGNITION

SECTION 1 – Unit Recognition

The Board of Trustees of Kirkwood Community College hereby recognizes the Kirkwood Faculty Association as the Certified, exclusive bargaining agent for all employees both full-time and appropriate regular part-time, as described and defined in Case No. 115 by the Public Employment Relations Board or by a superseding case number.

The Board agrees not to negotiate with any member individually or with any organization other than the Association for the duration of the Agreement.

SECTION 2 – Terms

The terms “employee” and “unit member” when used in this agreement shall mean any person represented by the Association for purpose of collective bargaining as certified and defined by the Public Employment Relations Board.

The terms “employer” and “Board” when used in this agreement shall mean the Board of Trustees of Kirkwood Community College (Merged Area X) or its representatives.

The term “Association” when used in this agreement shall mean the Kirkwood Faculty Association or its representatives.

Seniority shall mean continuous years of service with Kirkwood Community College, since the founding date of the college district. Seniority of employees who began work on the same date shall have their length of service determined by drawing lots.

ARTICLE II SALARY

SECTION 1 – Salary Increases

Three year contract with the following increases:

Year 1 (2006/2007)	5.19% to be distributed 50% as a percentage increase and 50% as a flat dollar amount. Effective August 30, 2006, each bargaining unit member shall receive a 2.6% increase added to his/her 2005/2006 contracted salary plus a flat salary amount of \$1,213 for a 174-day contract and \$1,403 for a 201-day contract.
Year 2 (2007/2008)	4.25% minimum salary increase each year <u>unless</u> total packages goes above 5.5%. 5% total package guarantee each year. 5.5% maximum total package (any overage would reduce salary increase).
Year 3 (2008/2009)	4.25% minimum salary increase each year <u>unless</u> total packages goes above 5.5%. 5% total package guarantee each year. 5.5% maximum total package (any overage would reduce salary increase).

Each year's settlement will be distributed 50% as a percentage increase and 50% as a flat dollar amount.

Bargaining unit members are guaranteed a minimum total package increase of 5% for contract years 2007/2008 and 2008/2009.

Should the State Legislature appropriate salary monies which are specifically allocated to bargaining unit employees, it will be distributed on a percentage basis to bargaining unit employees.

If the Iowa State Legislature should allocate salary dollars after contract negotiations have been completed and ratified for any given fiscal year, negotiations will be reopened on that item only. If an agreement cannot be reached relative to this issue, mediation will be utilized prior to arbitration.

SECTION 2 - Hiring Guide (Appendix A)

Level 4 (B.A.) Step O for a 174-day contract will be increased by 75% of salary settlement.

Appendix A will be used by the Board of Trustees in the initial salary determination of new unit members using the definition of terms contained in Appendix B with the following guidelines:

A. Location on Level

1. Unit members without related work experience shall be located on the proper level according to their education.
2. Unit members without educational credit shall be located on the proper level according to their related work experience.
3. Unit members with both education and related work experience shall be located on the level which is the sum of their education level and their related work experience level.

B. Location on Step

1. Credit for previous teaching, counseling or library experience in the field for which the unit member is hired shall be given for up to ten (10) years preceding full-time employment at Kirkwood Community College on the following basis:

One year equals one step on the salary guideline.
2. For the purpose of location on the salary guideline, one year of professional experience shall be defined as nine months or more of teaching or counseling or library experience in one academic year.
3. When hiring new employees, the Board retains the right to offer salaries which are competitive with those of industry and which are higher than those on the salary placement guide. The Board will make every effort not to hire new employees at a rate higher than current employees in that discipline with similar educational credentials and work experience. The Board will notify the Association of such hirings.

4. The Board may hire new employees below the salary placement guide only where it can show that Federal funding does not meet the salary placement guide and where it has not solicited any restrictions on salaries.

SECTION 3 - Educational Salary Adjustments

Those unit members who earned additional academic credits after hire will have their annual contract salary adjusted. Hours that exceed those used for level location upon hiring will be carried over and used in conjunction with hours earned after hire, to earn educational salary adjustments.

To qualify for the educational salary adjustment program unit members must complete 15 acceptable educational salary adjustment credits and must submit documentation verifying completion of those credits.

1. Educational salary adjustment credits will be earned for each additional semester hour of credit a unit member completes which advances the unit member toward the completion of a degree program.
2. Education salary adjustment credits will be earned for each additional semester hour of credit beyond those counted toward placement on the hiring guide. To be earned, such credits must be related to the discipline(s) taught by the unit member at the college.
3. Educational salary adjustment credits will be earned for each semester hour of credit that adds greater technical depth/competence to the teaching function.
4. Educational salary adjustment credits will be earned upon completion of staff development programs approved by the administration and/or the Educational Salary Adjustment Committee.

Educational salary adjustment credits will be earned through completing one or a combination of the experiences listed below (participants will be encouraged to gain credits from more than one category):

- | | |
|-----------------|---|
| Category No. 1: | University or college courses or offerings (degree or non-degree, one semester credit hour = one educational salary adjustment credit). |
| Category No. 2: | Structural occupational experiences, 40 hours = one educational salary adjustment credit. This category includes: working, supervising, observing, or a technical study of the occupational area in which the unit member teaches. |
| Category No. 3: | Seminars, institutes or workshops, 15 contact hours = one educational salary adjustment credit. This category includes: seminars, workshops, or professional meetings, related to teaching and/or the occupational area in which the unit member teaches. |
| Category No. 4: | Hours left over from when a unit member was hired and his/her initial salary was determined using the hiring guide (Appendix A). For example, someone who was located at MA+15 (Level 8/Step 0) upon hire, but actually earned MA+19 will have the four additional hours included as part of his/her salary adjustment total (degree or non-degree, one semester credit hour = one educational salary adjustment credit). |

The Educational Salary Adjustment Committee will meet each year during the spring semester to approve unit members' submissions for educational salary adjustment credit. Any educational salary adjustments will be effective the following contract year.

Educational salary adjustments will be awarded on a one for one basis as they relate to Category No. 1, No. 3, and No. 4 above and on a one-half for one basis in Category No. 2 above for activities for which the college has paid any direct expense. Effective August 30, 2006, the Educational Salary Adjustment will be:

<u>Educational Credits Completed</u>	<u>Start Point</u>	<u>Dollar Adjustment</u>
On completion of Assoc. Degree or 60 sem. hrs. toward a deg. prog.	Less than 60 sem. hrs.	\$850
On completion of 3-yr. R.N. or 90 semester hours	2-yr. R.N. or 60 sem. hrs. toward degree program	\$850
On completion of 15 educational salary adjustment credits	none required	\$850

SECTION 4 - Professional Development Salary Increase(s)

Upon return from an approved professional development leave, a unit member shall receive salary increases granted to bargaining unit members during the period of the leave.

ARTICLE III SUPPLEMENTAL PAY

SECTION 1 - Required Travel/Expenses

Unit members who are required to travel to accomplish assigned duties shall be reimbursed for such actual and necessary expenses as are approved by the President and the Board.

SECTION 2 - Mileage

Unit members required to use their private automobiles in the performance of assigned duties shall be reimbursed at the maximum rate as designated by Iowa State Law. Travel to and from a unit member's home and his/her primary assignment is not reimbursable.

SECTION 3 - Extra Teaching

Full-time members who teach extra hours shall be paid according to the terms of Appendix C.

ARTICLE IV LENGTH OF CONTRACT

Members of the unit employed on either a 201-day or 174-day contract shall be scheduled as follows:

SECTION 1 - 201-Day Contract

- A. Unless otherwise agreed to, members employed on a 201-day contract shall be assigned to work during the fall and spring semesters and during 29 consecutive working days of the summer with the following additional stipulations:
1. The President or designee will determine, after discussion with individual unit member, which individuals shall work the first 29 days of the summer term and which shall work the last 29 days of this term.
 2. Should the total number of working days in the fall and spring semesters, plus the 29 additional working days in the summer term be less than 201, the remaining days shall be used for professional activity as agreed to with the appropriate faculty supervisor.
 3. The President, upon receipt of a written request from the unit member and at the President's discretion, may allow that person to work an additional 27 days to a total of 228 during a contract year and then reduce the number of working days for that person by 27 days to a total of 174 in the ensuing contract year. The person's salary shall not be adjusted upward for the additional days worked during the first year, nor adjusted downward for the reduced days worked in the second year.
- B. A unit member employed on a 201-day contract may request a reduction to a 174-day contract on an annual basis by submitting a written request to the Vice President of Instruction. The 174-day contract salary would be calculated at 86.5 percent of the 201-day contract salary. Approval for such reduction would be determined based on a suitable replacement being obtained to fill the position. Requests for a one year reduction should be submitted no later than December 15 of the contract year of the reduction request. Approval may be granted on a conditional basis, the condition being suitable replacement. At the point the approval is granted by the Board of Trustees, a contract settlement will be initiated through the Human Resources department for payroll purposes. Should a conditional approval be granted, and no suitable replacement is found by May 1 or an otherwise mutually agreed to date, the unit member will be required to teach the summer session and be reinstated to their 201-day contract.
- C. Unit members employed on a 201-day contract may, through submitting a written request to the Vice President of Instruction and with the approval of the Board of Trustees, be reassigned to a 174-day contract on a permanent basis at 86.5 percent of their 201-day contract annual salary.

SECTION 2 - 174-Day Contract

Members employed on a 174-day contract shall be assigned to work during two (2) consecutive semesters unless otherwise agreed to. Should the total number of working days in these two semesters be less than 174, the unassigned days will be used for professional activity as agreed to with the appropriate faculty supervisor.

SECTION 3 - Business and Industry Training Officers

Effective August 30, 1991 Business and Industry Training Officers will become part of the bargaining unit under the following guidelines:

- A. There will be no change from current status as of August 30, 1991.

- B. Business and Industry Training Officers will receive all terms and conditions that apply, salary increases and benefits as other unit members. In the case of fixed dollar increases, 226 work day unit members shall receive 112.5% of the fixed amount to 201-day unit members.
- C. The length of contract will be 226 days. Flexibility in scheduling required shall be maintained.
- D. The salary will be adjusted according to the Master Agreement as of July 1, 1991 for the period July 1, 1991 to August 29, 1992.
- E. Future employees hired will be placed at an appropriate level on the Hiring Guide, Appendix A for 226 days (112.5% of the 201-day contract).
- F. These employees will not be required to obtain a teaching license unless they teach credit classes for 50% or more of their scheduled hours. All credit classes will be taught by instructors who are certifiable.

SECTION 4 - High School Completion Instructors

Effective August 30, 1995, the high school completion teachers not funded by external sources shall become members of the bargaining unit under the following guidelines:

- A. Length of contract will be 226 days.
- B. Bargaining unit eligible High School Completion instructors in the unit on August 30, 1998, will have an appropriate adjustment to salary made to be equivalent to their academic and experiential background on the 1997-98 hiring guide, 201-day contract line, where necessary.
- C. Work hours will be 40 hours per week.
- D. Effective August 30, 1998, future salary increases will be equivalent to the 201-day contract line.
- E. Future eligible High School Completion instructors will be paid based on appropriate placement according to their academic and experiential background on the hiring guide, 201-day line.
- F. High School Completion Instructors will be required to maintain a current secondary education Iowa teaching license.

SECTION 5 - Contract Extensions

- A. Persons whose positions make desirable their presence beyond the basic 226, 201 or 174-day contract may consent to work additional days and they shall be paid for these days at their current per diem rate for each additional day.
- B. Assignments of Extended Contracts

Each department (including Iowa City) shall establish a rotational system for assigning extended contracts. The rotation list shall be comprised of all 174-day contract members. Some departments may be broken into more than one discipline for establishing the rotation list and for the assignment of extended contracts. Members who have not previously held an extended contract, ranked by seniority, will comprise the top of the list. The remaining members, excluding new hires, will be placed on the list on the basis of the date of their last extended contract with the most recent extended contract at the bottom of the list and those with the longest time since receiving an extended contract at the top of the list. When two (2) or more faculty have received extended contracts in the same year, seniority shall prevail for priority ranking. New hires shall be placed at the bottom of the list for the year in which they are hired. The list shall be reconstructed annually. Faculty who have their assignments split between departments shall be placed on the rotation list of each department. Movement on each list will be dictated by an extended contract in either department.

All 174-day contract faculty interested in an extended contract shall submit their name to their associate dean by October 1. The associate dean will assign the extended contracts if work is available in the discipline and in the department in the order of the rotation. Instructional Television and Iowa City courses may be utilized as extended contract assignments. If all extended contracts assigned to a department are not used by the department members, they will be reallocated to other departments.

When determining the availability of work for those in a department requesting an extended contract, all department courses (except those identified as "pending enrollment") and Instructional Television shall be considered. Courses at another site shall be considered available only after the faculty at that site have been assigned. Faculty who desire to teach outside their primary discipline and are qualified will have their request considered on a case-by-case basis.

The scheduling of summer courses and of teaching assignments of faculty on extended contracts as related to this section shall not be grievable.

C. Special Assignments

The rotation system described in Section (B) above does not apply to special assignments outside of normal summer teaching. Such assignments may include grant activities, special projects, overseas teaching, or other similar activities.

ARTICLE V INSURANCE PROGRAM

SECTION 1 - Group Insurance

For the duration of this agreement, the Board shall purchase and pay the single monthly premiums necessary to provide faculty members with health insurance coverage equal to the coverage provided under the Blue Cross/Blue Shield Blue Advantage Plus plan in effect on July 1, 2006. The following group insurance programs shall also be provided for full-time and appropriate regular part-time employees at the terms specified:

- A. A three-tier group dental program, \$25 deductible, equal to that of the Delta Dental program in effect July 1, 2006.

- B. A life insurance and Accidental Death and Dismemberment policy in the amount of twice the employee's contracted salary to the next highest thousand dollars.
- C. A long term disability policy which shall provide a monthly benefit of 70% of salary to a maximum of \$5,000.
- D. A vision care plan equal in coverage to the Vision Service Plan in effect on July 1, 2006.

SECTION 2 – Group Insurance Program

A four-tier health insurance program equal in coverage to the Blue Advantage Standard, Blue Advantage Plus, Alliance Select Standard and Alliance Select Plus programs effective July 1, 2006, will be offered to bargaining unit members.

SECTION 3 – Extended Family Benefits

Extended Family Benefits will be provided in accord with the Kirkwood Community College Extended Family Relationship Eligibility requirements dated April 2, 2001, and attached as Appendix D.

SECTION 4 - Additional Contributions

Effective July 1, 2006, the Board will provide each unit member with \$290.00¹ a month contribution which may be used to pay insurance premiums, options listed under Section 125, or taken as salary.

SECTION 5 - Section 125

Included in the insurance program is the option of Section 125 of the Internal Revenue Code, which allows salary reduction for the following:

- Medical Insurance Premiums
- Medical Expense Reimbursements
- Dependent/Child Care
- Supplemental Offset Insurance

SECTION 6 - Liability

Unit members will be covered by a college financial liability insurance covering liabilities directly attributable to assigned duties. Unit members required to use personal automobiles in their assigned duties shall be covered by a Board-paid liability insurance in excess of their individual primary insurance policy.

SECTION 7 - Continuation of Insurance

In the event that a unit member, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of his/her contract year. Employees on paid leave shall continue to have Board contributions made according to the levels described above. Unit members on nonpaid leaves of absence of one month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums in advance monthly to the Board.

¹ 3/4-time employees will receive Board contributions at the same level as full-time employees. 1/2-time employees will receive Board contributions at half the employee single monthly premium.

SECTION 8 - Description of Coverage

The Board shall provide to each unit member a description of the insurance coverage provided herein within ten (10) days of the receipt of such booklets from the insurance carrier. Each new employee shall be supplied a copy of the insurance booklet.

SECTION 9 - Association Review

The Association shall have the right to review, with the appropriate Board representative, all insurance policies which relate to their duties. Any change in these policies will be brought to the attention of the Association President.

The Kirkwood Faculty Association shall appoint an Association member to represent Kirkwood faculty on the Metro Interagency Insurance Program (MIIP) Board per the guidelines of MIIP.

SECTION 10 - Change of Benefits

There shall be no reduction in benefits or major reduction in services due to a change in carriers, administrators (including third party administrators), or agents.

ARTICLE VI TUITION BENEFIT

A 50% tuition and fee discount program for the dependent children of bargaining unit members will become effective the 1994-95 academic year. Requests for utilization of this benefit need to be submitted in writing to the Human Resources Office indicating the semester or semesters being requested, the name of the dependent child and affirmation that the child is a legitimate dependent of the employee.

The benefit covers 50% of tuition and fees only, pertains to credit classes only, and each eligible dependent child will be permitted utilization of this benefit for six (6) semesters which need not be continuous.

ARTICLE VII LEAVES OF ABSENCE

SECTION 1 - General Leave Provisions

The Board may grant a full-time² employee a leave of absence in accordance with the following provisions:

A leave of absence of longer than one year is granted as a leave from the college and not as a leave from a specific position or location. A leave of one year or less is from a specific position or location if that position or location exists at the conclusion of the leave.

As a condition for granting the leave, the employee will designate the date upon which s/he shall return to work.

The employee shall notify the Board of his/her intent to return to work at least seventy (70) calendar days prior to the scheduled return date. Failure to provide notice may be considered a resignation.

² Regular part-time employees shall receive a prorated portion of leaves of absence.

SECTION 2 - Paid Leaves of Absence

A. Sick Leave:

At the beginning of each school year members shall be credited with:

Illness or Injury --

1st, 2nd & 3rd Year -- 12 days per year

4th Year -- 13 days per year

5th Year -- 14 days per year

6th Year & Subsequent Years -- 15 days per year

-- to be used for absences caused by illness or physical disability of the member.

The unused portion of such allowance shall accumulate to a maximum of one hundred (100) days.

Each employee shall be given a copy of his/her accumulated sick leave days no later than thirty (30) days after the end of the fiscal year.

B. Jury Duty:

Pay to be the difference between regular salary and jury pay.

C. Military Service:

Under the provisions of the Selective Service Act and the Code of Iowa.

D. Death in the Immediate Family:

An employee may be granted up to a total of five (5) working days of absence annually, with full pay. Such leave will not be charged against sick leave nor will it be cumulative. An employee may be granted up to five (5) additional working days of absence annually with full pay, should the employee experience the death of any combination of parent, child or spouse in the same year. The immediate family shall be interpreted as: father, mother, brother, sister, husband; wife, family partner, son, daughter, grandfather, grandmother, grandchild, comparable in-laws, and step-parents/children. In addition, up to a total of two (2) working days absence annually, with full pay, may be allowed to attend funerals of other relatives and close friends. Such leave shall not be charged against sick leave nor shall it be cumulative.

E. Illness of Immediate Family:

In case of serious illness or serious injury of a member of the employee's immediate family a maximum of a total of three (3) working days absence annually, with full pay, may be granted. The immediate family shall be construed to mean father, mother, brother, sister, husband, wife, family partner, son, daughter, grandparent, grandchild, comparable in-laws and step-parents/children. These absences shall not be charged against sick leave nor shall the leave be cumulative.

An employee shall be allowed four additional leave days, to be deducted from accumulated sick leave, in the event that immediate family illness necessitates such leave.

F. Personal Leave:

Two (2) days per year may be granted by the department head when:

1. The department head is notified that the activity to be taken is one that cannot be accomplished at any other time than that requested by the faculty member.
2. The activity is not a vacation-like activity.

Notice shall be given five (5) working days in advance of the day requested, if possible.

G. Association President Leave

The Kirkwood Faculty Association President shall be granted a 3 credit hour release time leave of absence with pay each semester during the year s/he is serving as President of the Association. In cases where the individual is not scheduled for a 3-hour course, a 2-hour or 4-hour reduction shall be provided. However, every attempt will be made to provide a total of a 6 credit hour reduction per year. This leave is contingent upon the Administration securing a satisfactory substitute for the instructor. If a satisfactory substitute cannot be found after a reasonable search, the Association can identify another officer for consideration. Notification will be given to the Human Resources Office by February 1 each year of the individual they wish to have considered for Association Officer Leave. No overloads will be permitted during the term a unit member is on Association Officer Leave. Use of accumulated reductions as described under Appendix C, Section 1, Paragraph 6 will be determined on an individual basis and must be mutually agreed to.

SECTION 3 - Unpaid Leaves of Absence

A. Extended Leave - Illness/Disability

An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for a period not to exceed two and one-half years. The leave shall be renewed on an annual basis upon written request of the employee. Failure to provide a timely written request for renewal will result in termination of the employee at the end of the most current leave period.

Any employee unable to work due to illness or disability for a period of two and one-half years will be terminated at that point.

Any employee unable to work due to personal illness or disability for a period of five (5) consecutive days or more may be required to provide medical certification of the illness/disability.

The Board will pay health, dental, life and long-term disability premiums for persons on extended illness/disability leave from the point of exhaustion of sick leave until the employee begins to receive long-term disability benefits as long as appropriate medical certification of the illness/disability is on file in the Human Resources Office. When the employee is able to return to work, s/he shall receive the salary in effect when the initial leave was granted.

B. Professional Leave:

A leave of absence for up to one (1) year may be granted to any faculty member upon application for professional purposes.

The Board may extend such leave as it desires.

Upon return from an approved professional development leave, a unit member shall receive salary increases granted to bargaining unit members during the period of the leave.

C. Military and Alternative Service Leaves:

A military leave of absence or an alternative service leave of absence shall be granted in accordance with the provisions of the Selective Service Act and the Code of Iowa.

D. Political Activities:

A faculty member who is elected or appointed to a public office which requires his/her absence from duty with the college for an extended period of time may be granted a political leave of absence.

E. Child Care:

Child care leave shall be granted for up to one (1) year to a parent, upon application.

F. Good Cause:

Extended leaves of absence without pay may be granted for good cause upon application of the unit member.

G. Insurance Benefits:

Any member of the unit on unpaid leave of absence shall retain the right to pay full premium of insurance benefits so that s/he may retain such insurance benefits during the period of leave.

ARTICLE VIII TRANSFER

SECTION 1 - Definition

A transfer shall be the movement of a unit member from one supervisory area to another supervisory area in which the unit member is certified to perform a new assignment or work in a new primary teaching location.

SECTION 2 - Posting

The Board shall post vacancies covered by this Agreement throughout the college. Any full-time unit member may apply for transfer to any open position for which s/he is qualified. If a volunteer for transfer is not selected to fill the position, the volunteer will be informed, in writing, of the reasons for the decision.

SECTION 3 - Notice

The unit member to be transferred is to be informed at such time as the transfer is being seriously considered and notified in writing when a final decision has been reached.

SECTION 4 - Involuntary Transfer to a Different Primary Assignment Location

In cases where a unit member needs to be involuntarily transferred on a primary assignment basis from one Kirkwood campus location to a different Kirkwood campus or learning center location, the following procedure will be used:

- A. The administration will identify the qualifications required and post a notice of transfer.
- B. Unit members who meet the qualifications may volunteer to relocate.
- C. If a volunteer for transfer is not selected to fill the position, the volunteer will be informed, in writing, of the reasons for the decision.
- D. If there are no volunteers who qualify, the administration will interview all unit members the administration believes to be qualified to fill the position.
- E. Based on the outcome of the interview, the administration will select the employee to transfer.

SECTION 5 - Meeting and Appeal

Any unit member being subject to involuntary transfer may request a meeting with the appropriate administrators to appeal said decision.

SECTION 6 - Returning to Bargaining Unit

A unit member who assumes administrative duties and is subsequently reassigned to a position in the bargaining unit shall resume all rights and privileges that s/he would have had, had s/he continued in the unit except for seniority. Such an employee will accrue one (1) year of seniority for each two (2) years of service as an administrator. The Board will not involuntarily transfer a unit member to an administrative position.

ARTICLE IX IN-SERVICE TRAINING/PROFESSIONAL DEVELOPMENT

SECTION 1 - Activities

The Board may provide in-service activities it deems beneficial to the employee. The Board will seek recommendations from the Professional Development Committee as to possible programs for in-service training.

SECTION 2 - Professional Development Fund

The parties have agreed to establish a professional development fund as follows:

- A. The college will provide a \$60,000 fund for professional development activities. Any unit member may apply for Professional Development activities. A committee of eight members, four appointed by the Association and four appointed by the Administration, will review the applications and make recommendations to the Vice President of Instruction or any employee designated by the President. If the Vice President intends to deny the recommendation of the committee, s/he will meet with the committee to discuss the proposal prior to making a final decision.

Under no circumstances will professional development include release time for a semester or sabbatical leaves.

The Professional Development Committee will design a "Professional Extension Program" to encourage faculty to engage in job shadowing, individual or academic group projects. Criteria for Professional Extension leaves will include the following:

1. Service to the college
2. Research and publication
3. Curriculum and materials development
4. Planned and approved travel related to the subject field
5. Practical training of job experience in subject-related field.
6. Updating of knowledge in subject field

Faculty on a 174-day contract shall receive their award through a five (5) to twenty-nine (29) day summer extended contract; faculty on a 201-day contract shall receive their award through summer release time or extended contract. These awards shall be made under the same process as described in Section 2.A of this article.

- B. Bargaining unit members may be granted a one-half time leave for a period of one full semester to complete the on-campus residency requirement for an advanced degree. While on leave, the bargaining unit member shall receive two-thirds (2/3) of his/her per diem salary. These awards shall be made under the same process as described in Section 2.A of this article. No more than two residency leaves may be approved during any one semester.
- C. Any additional legislative funds earmarked specifically for faculty development will not supplant the fund established in this section.

ARTICLE X DEDUCTIONS FROM SALARY

SECTION 1 - Authorization

Any member of the unit who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues.

SECTION 2 - Regular Deductions

Pursuant to an authorization by the unit member, the employer shall deduct an equal portion of the total dues from the regular salary check of the unit member each month beginning with the month after the form is submitted and ending in May or June, as selected by the unit member, annually.

SECTION 3 - Duration

Such authorization shall continue in effect during the Life of this Agreement unless revoked, in writing, by the member of the Association so authorizing, provided that s/he shall give thirty (30) days notice to the employer of such revocation.

SECTION 4 - Transmission of Dues

The Board shall transmit to the Association the total monthly deductions for Association dues and a listing of the unit members for whom deductions were made within ten (10) working days following the end-of-the-month pay period.

ARTICLE XI GRIEVANCE PROCEDURE

SECTION 1 - Definition

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a specific Article or Articles of this Agreement. A grievance may be filed by one or more members of the unit who claim they have been aggrieved, or by the Association with the immediate supervisor of any of the employees filing such a grievance.

SECTION 2 - Representation

The grievant may have representation by the Association at each step of the grievance procedure. The Association has the right to be present at any step.

SECTION 3 - Purpose

The purpose of this procedure is to secure equitable solutions to alleged violations of this Agreement which may arise.

SECTION 4 - Procedure

A. Level One

The grievant will present a signed, written grievance on an approved form to the immediate supervisor or designee within thirty (30) working days from the date the grievant became aware of the alleged contract violation. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested and shall be signed by the unit member involved. Nothing shall preclude a meeting between the parties at this level. Within fifteen (15) working days after the presentation of the grievance, the immediate supervisor shall give his/her answer to the unit member in writing.

B. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the grievant may, within five (5) working days of the receipt of the immediate supervisor's answer, submit to the appropriate Dean, a signed written statement of the grievance. The Dean or designee shall give the unit member an answer in writing no later than five (5) working days after the receipt of the written grievance. If further investigation is needed, additional time shall be allowed in an amount mutually agreed on by both parties.

C. Level Three

If the grievance is not resolved satisfactorily at Level Two, the grievant may, within five (5) working days of the receipt of the Dean's answer, submit to the President of the college a signed written statement of the grievance. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions,

shall indicate the relief requested and shall be signed by the unit member involved. The President or designee shall give the unit member an answer in writing no later than five (5) working days of receipt of the written grievance. If further investigation is needed, such additional time shall be allowed as is mutually agreed to by both parties.

D. Level Four

If the grievance is not resolved at Level Three, the grievant or his/her representative may, within ten (10) working days, notify the President that the grievance be submitted to binding arbitration.

The party requesting the arbitration shall notify the American Arbitration Association within ten (10) working days of notifying the President requesting the appointment of an arbitrator. The selection of the arbitrator shall be in accordance with the American Arbitration procedure.

The arbitrator shall not amend, modify, nullify or add to the provisions of this agreement. The arbitrator's decision shall be binding upon both parties unless s/he has exceeded his/her authority under the terms of this Agreement.

The entire cost of the services of the arbitrator shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

All meetings and hearings under this procedure shall be conducted in private.

SECTION 5 - General Provisions

The parties by mutual agreement may have meetings anytime during the procedure. Timelines in this article may be extended by mutual agreement.

**ARTICLE XII
SAFETY**

SECTION 1 - Working Conditions

The Board shall maintain safe working conditions in compliance with applicable state and federal laws. Unit members will not be required to work under unsafe conditions.

SECTION 2 - Safety Equipment

The Board shall provide required safety goggles, helmet, gloves and hard hats in the appropriate shop and laboratory areas.

**ARTICLE XIII
ACCESS TO DATA**

The Board agrees to furnish to the Association upon request over the signature of its President, and the Association agrees to furnish to the Administration of the college upon request over the signature of the President, or designee, non-confidential and clearly-available information necessary and relevant to the processing of a grievance within the meaning and procedures in Article XI of this Agreement, or for the purpose of understanding and discussing mandatory or mutually agreed upon subjects of bargaining prior to and during negotiations.

ARTICLE XIV PERSONNEL FILES

SECTION 1 - Inspection of Files

All material in the personnel files of members of the unit, except for confidential individual letters of reference provided by persons or institutions and used by the unit member in the pursuit of employment at Kirkwood Community College, shall, during office hours and in the presence of a representative of the Human Resources Office, be available for such member to inspect, and such member may be accompanied by counsel or representative.

SECTION 2 - Rebuttal Materials

Individual members of the unit shall, at their request, have the right to insert in their personnel files their version of, or a rebuttal of, material adverse to their interests.

SECTION 3 - Grievance Materials

Notwithstanding anything in above, all material relative to grievances shall be filed separately from individual personnel files.

ARTICLE XV NON-DISCRIMINATION

SECTION 1 - Policy

The Board and the Association agree that the provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, disabilities, political affiliations, sexual orientation, marital status, or membership or non-membership in or activity on behalf of the Association.

SECTION 2 - Election of Remedies

Should an employee and/or the Association initiate an action in other forum relative to the subject matter contained in this Article, no grievance may be filed; any grievance which has already been filed but has not been resolved shall be deemed to have been withdrawn; and if any grievance has been resolved in favor of the employee/Association, the remedy received by the employee or Association shall be returned to the college by the party which received it.

ARTICLE XVI EVALUATION

SECTION 1 - General Provisions

All unit members will be informed of the job-related evaluation criteria, procedure, and the forms to be used, prior to October 1st of each academic year. All new hires or persons unavailable on this date will be notified, within thirty (30) working days of availability, of the job-related evaluation criteria, procedure, and the forms to be used. Nothing prevents the immediate supervisor from discussing goals and objectives for the next academic year at any time.

During the year, the unit member will be given a copy of any evaluation material, both positive and negative, to be placed in his/her evaluation file. The Supervisor and unit member shall meet to discuss the contents of such document(s) before it is placed in the file. The unit member shall be entitled to respond to the contents of such documents within ten (10) working days of such discussion and have such response attached to the original documents. The Supervisor shall not be entitled to respond to the response.

SECTION 2 - Probationary (Track 1)

New faculty members are required to serve the probationary period as delineated in Section 279 of the Iowa Code.

All probationary unit members will be evaluated based on job-related criteria which will be submitted to them in writing, at a conference with their immediate supervisor prior to October 1st of each academic year.

During the year, a minimum of three (3) unannounced classroom or other educational activity observations will be conducted. After each observation, the supervisor will meet within five (5) working days with the unit member and review the observation. The unit member will be given a written summary of the meeting including recommendations for items in need of remediation, if any, within five (5) working days after the meeting. A copy of such summary shall become a part of the unit member's evaluation file.

SECTION 3 - Professional Growth (Track 2)

A unit member who has completed the probationary period at the college will be considered on the professional growth track.

Each unit member on this track will have an annual evaluation conference with his/her immediate supervisor at a mutually agreed upon time. If a time cannot be agreed upon, the supervisor will establish the date.

Any Professional Growth Track unit member may conduct a student evaluation of his/her classroom or work assignment performance upon any forms s/he desires. A unit member on this track may also elect to do a self-evaluation and/or a peer evaluation. Such information may be presented to the immediate supervisor at the annual evaluation conference. Any material relative to the student evaluation, self-evaluation, or peer evaluation in this article shall be placed in the unit member's evaluation file if the unit member or immediate supervisor deem it to be relevant. Material developed under this paragraph is not grievable under the grievance procedure.

The unit member and his/her immediate supervisor may have the annual evaluation with or without educational activity observations. In the case of no observation, the conference between the supervisor and the unit member will discuss the unit member's performance for the past year and professional objectives for the next year.

Whatever the format, the immediate supervisor will create a written summary of that conference for the unit member's evaluation file. A copy will be provided to the unit member.

SECTION 4 - Developmental (Track 3)

A unit member who has received an evaluation which indicates a significant adverse change in job performance may be moved to the Developmental Track for not less than one (1) semester nor more than one (1) year, only after the following has taken place:

1. The evaluation recommending such movement will be reviewed by the appropriate Dean, and the Human Resources Office.

2. The unit member will be notified at a meeting with the immediate supervisor, the appropriate Dean, the Human Resources Officer, and a Kirkwood Faculty Association representative, that they are being moved to the Developmental Track, and the justifications for such movement.

After such movement has taken place, the following steps will be followed:

The immediate supervisor will meet with the unit member to outline the concerns and provide appropriate remedial action necessary to correct the problem(s). Such plan shall be in writing and a copy will be furnished to the unit member, the Kirkwood Faculty Association, the appropriate Dean, and the Human Resources Officer.

The supervisor will provide close monitoring of the unit member's performance during this period. Such monitoring shall be documented with copies to the unit member, the Kirkwood Faculty Association, the appropriate Dean, and the Human Resources Officer.

At such time as the immediate supervisor is satisfied that remediation has been successful, s/he will make a recommendation to the appropriate Dean and the Human Resources Officer that the unit member be returned to Track 2 (Professional Growth). A unit member who does not respond to remediation will be subject to termination in accordance with appropriate state law. A copy of all correspondence will be sent to the K.F.A. President.

SECTION 5 - Right to Grieve

A unit member who has satisfactorily completed his/her probationary period, either one or three years, may grieve an overall unsatisfactory evaluation.

ARTICLE XVII REDUCTION IN STAFF

SECTION 1 - Definition

A reduction in staff is an elimination of or the reduction of position(s).

SECTION 2 - Basis of Reduction

When the Board determines that reduction in staff is necessary, it shall consider need, seniority and competency on an overall basis in determining which unit members shall be retained. {Need: instructional needs of the college; seniority: as defined in this Agreement; competency: education, work experience, certification and evaluation (Article XVI)}.

SECTION 3 - Procedure for Reduction

Part-time employees will be reduced first unless specific curriculum needs dictate retention of such employees.

Prior to making a decision to terminate a unit member, the Board shall consider the unit member for any vacancy for which s/he has received teaching approval or has credentials necessary to receive teaching approval by the State Department of Education.

When reduction in staff is necessary, the following procedures shall be in effect:

- A. Any unit member affected by the reduction in staff shall receive notice of possible termination in accord with Iowa Code Chapter 279.15. Such notice(s) shall be in writing to the employee(s). The Board shall notify the Association at the point serious consideration is being given to reductions in staff.
- B. As soon as a unit member is notified of possible termination, the resources of the Human Resources and Placement Offices shall be made available to him/her in seeking new employment.

SECTION 4 - Recall Rights

A unit member, who has successfully completed his/her probationary period, terminated under this procedure shall be eligible for re-employment for up to two (2) academic years to a vacancy in a position which the employee had satisfactorily performed at the college and for which s/he can receive current approval from the Department of Education. A unit member with fifteen (15) or more years of service at Kirkwood shall have one (1) additional year of recall rights. Unit members shall be re-employed in the reverse order of termination under the same conditions applicable at the time of termination.

The Board shall notify each terminated unit member of any vacancy to which s/he has re-employment rights, at his/her last known address. A list of such terminated unit members will be maintained by the Board and a copy forwarded to the Association President by April 1 of each year.

Any unit member who is re-employed under the above procedures shall be re-instated with accumulated sick leave benefits and salary level which existed at the time of lay-off.

SECTION 5 - Termination of Recall Rights

The Board's obligation to terminated unit members under the above procedure shall terminate under the following conditions:

1. The appropriate period of recall rights lapses or
2. Comparable employment in higher education or
3. Lapse of state certification or
4. Voluntary waiver of re-employment rights by the employee in writing to the Board.

SECTION 6 - Limited Term Employees

Unit members hired on grants or to replace unit members on a leave of absence shall be on limited term contracts and have no rights under this section. Such unit members must be notified at the time of their employment that they are on limited term contract.

ARTICLE XVIII
DURATION & SIGNATURE

SECTION 1 - Duration

This agreement shall be in effect as of August 30, 2006, and shall continue through August 29, 2009.

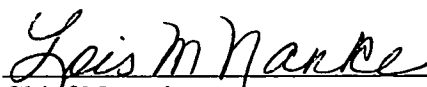
Either party may request negotiations regarding any part of the contract at any time. If the other party accepts the request, and voluntarily agrees to negotiate with respect to the requested item, the parties shall bring their bargaining teams together to negotiate the requested item. Any impasse that results shall be resolved through final and binding arbitration in accordance with the impasse procedures contained in Iowa's Public Employee Relations Act.

SECTION 2 - Signature

For the College

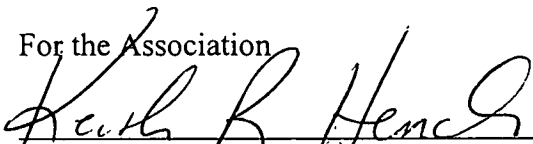


President of Board



Chief Negotiator

For the Association



President of Association



Chief Negotiator

Dated May 5, 2006

APPENDIX A

Kirkwood Community College 2006/2007 Hiring Guide

LEVEL		1	2	3	4	5	6	7	8	9	10	11		
STEP	Contract Days	Less than 60 hours beyond HS	AA or 2 yr. RN	3 yr. RN 90 hours beyond HS	B.A. or B.S.	B.A./B.S. plus 15	B.A./B.S. plus 30	M.A. or M.S.	M.A./M.S. plus 15	M.A./M.S. plus 30 (MFA/60)	M.A./M.S. plus 45 or Ed.S.	Doctorate	STEP	Contract Days
0	201	36,674	37,657	38,639	39,622	40,605	41,587	42,570	43,553	44,535	45,518	46,501	0	201
	174	31,723	32,573	33,423	34,273	35,123	35,973	36,823	37,673	38,523	39,373	40,223		174
1	201	37,136	38,119	39,102	40,084	41,067	42,050	43,032	44,015	44,998	45,980	46,963	1	201
	174	32,123	32,973	33,823	34,673	35,523	36,373	37,223	38,073	38,923	39,773	40,623		174
2	201	37,599	38,582	39,564	40,547	41,529	42,512	43,495	44,477	45,460	46,443	47,425	2	201
	174	32,523	33,373	34,223	35,073	35,923	36,773	37,623	38,473	39,323	40,173	41,023		174
3	201	38,061	39,044	40,027	41,009	41,992	42,975	43,957	44,940	45,923	46,905	47,888	3	201
	174	32,923	33,773	34,623	35,473	36,323	37,173	38,023	38,873	39,723	40,573	41,423		174
4	201	38,524	39,506	40,489	41,472	42,454	43,437	44,420	45,402	46,385	47,368	48,350	4	201
	174	33,323	34,173	35,023	35,873	36,723	37,573	38,423	39,273	40,123	40,973	41,823		174
5	201	38,986	39,969	40,951	41,934	42,917	43,899	44,882	45,865	46,847	47,830	48,813	5	201
	174	33,723	34,573	35,423	36,273	37,123	37,973	38,823	39,673	40,523	41,373	42,223		174
6	201	39,449	40,431	41,414	42,397	43,379	44,362	45,345	46,327	47,310	48,292	49,275	6	201
	174	34,123	34,973	35,823	36,673	37,523	38,373	39,223	40,073	40,923	41,773	42,623		174
7	201	39,911	40,894	41,876	42,859	43,842	44,824	45,807	46,790	47,772	48,755	49,738	7	201
	174	34,523	35,373	36,223	37,073	37,923	38,773	39,623	40,473	41,323	42,173	43,023		174
8	201	40,373	41,356	42,339	43,321	44,304	45,287	46,269	47,252	48,235	49,217	50,200	8	201
	174	34,923	35,773	36,623	37,473	38,323	39,173	40,023	40,873	41,723	42,573	43,423		174
9	201	40,836	41,818	42,801	43,784	44,766	45,749	46,732	47,714	48,697	49,680	50,662	9	201
	174	35,323	36,173	37,023	37,873	38,723	39,573	40,423	41,273	42,123	42,973	43,823		174
10	201	41,298	42,281	43,264	44,246	45,229	46,212	47,194	48,177	49,160	50,142	51,125	10	201
	174	35,723	36,573	37,423	38,273	39,123	39,973	40,823	41,673	42,523	43,373	44,223		174

**APPENDIX B
DEFINITION OF TERMS**

<u>LEVEL</u>	<u>EDUCATION</u>	<u>LEVEL</u>	<u>RELATED WORK EXPERIENCE</u>
1	Less than 60 hours beyond high school	1	2 years
2	A.A. degree or two years R.N.	2	4 years
3	3 years R.N. or 90 hours beyond high school	3	6 years
4	B.A. or B.S. degree	4	8 years
5	B.A. or B.S. degree + 15 semester hours	5	10 years
6	B.A. or B.S. degree + 30 semester hours	6	12 years
7	M.A. or M.S. degree	7	14 years
8	M.A. or M.S. degree + 15 semester hours	8	16 years
9	M.A. or M.S. degree + 30 semester hours (MFA - 60 credit hours)	9	18 years
10	M.A. or M.S. degree + 45 semesters hours or Ed.S.	10	20 years
11	Doctorate	11	22 years

APPENDIX C PAY PRACTICES

SECTION 1 – Overload

15 CREDIT HOURS is the standard base for overload. Instructor/Coordinator release time agreements will work from this as well.

Release time or pay for credit hours over 15 will be given. The supervisor shall give the employee a written copy of such pay or time. A record of same will be kept in the employee's file.

Teachers with 174-day contracts will be paid overload for hours worked beyond 30 credit hours per contract year. Teachers with 201-day contracts will be paid overload for hours worked beyond 36 credit hours per contract year. The college will pay teachers' overload pay during the semester the teacher works the overload credit hours unless otherwise mutually agreed. Teachers will not be assigned excessive hours during any given semester to circumvent the payment of overload pay.

Rate - maximum part-time credit hour rate.

Formula:

1. Lecture - one hour lecture equals one credit hour
2. Laboratory - Two hours of laboratory equals one credit hour

Maximum class size will be 39, then overload pay provisions will apply. Individual unit members may enter into load averaging agreements if they choose.

Maximum student load, not including overload, will be 175 students per semester. Overload will be compensated at the rate of one (1) credit hour for every ten (10) students over 175. When a section's size exceeds 49 students, the number of students in the section will not apply toward calculating the 175 student load. Instead, the "Instructional Television, Overload & Multiple Sites" chart will apply. If a section size falls in range of 40 to 49 students, the faculty member may choose to apply either the 175 student approach or the "Instructional Television, Overload & Multiple Sites" chart, but not both. These credits may be paid in wages or a unit member can bank these credits to attain a section reduction in a future semester.

If a unit member has other than three credit-hour classes, to qualify for the 175 student overload, total "student credit hours" (credit hours x class size for all classes) must exceed 525. Overload compensation will be at the rate of one credit hour for every 30 "student credit hours" (or portion thereof) over 525.

Under no circumstances will a unit member be compensated twice for the same overload (i.e., if overload compensation based on class size is taken, the unit member may not also receive overload compensation for maximum student load.)

Any agreement entered into will be reduced to writing and signed by the unit member and the appropriate supervisor. A copy of the agreement will be kept in the Human Resources Office. The unit member and the Association shall be given a copy.

Lab

Overload compensation for lab teaching will be calculated from the Lab Compensation Table below.

Lab Compensation Table

<u>Lab Student Credit Hours*</u>	<u>Credit Hours toward Load Compensation</u>
Under 25 students**	1 credit hour
25 – 49 students	1 credit hour
50 – 74 students	2 credit hours
75 or more students	3 credit hours

* “Student credit hours” to be figured by multiplying the sum of students registered on the 14th calendar day from the beginning of the term by the lab credit hours for each lab taught.

**In the Health Science programs when class size is mandated by an accrediting agency.

Faculty earning hours from the above table will be compensated at the maximum part-time credit hour rate for all credit hours above 15 rounded to the nearest 0.25. Compensation will be in the form of overload pay unless release time is approved by the administration.

With the approval of administration, hours earned under the Lab Compensation Table may be banked until sufficient hours have accumulated for one three- or four-credit hour course release. The administration will authorize a minimum of 15 credit hours per fall and spring semester in release time under this provision. Release time will not be granted during the summer terms or if a qualified backfill cannot be secured.

Those requesting release time must submit their request by the 28th calendar day of the semester for the following semester. The order for fulfilling the requests will be determined by seniority. Unfilled requests from the current semester will rank above those submitted in subsequent semesters. Total hours banked may not exceed four. Hours earned beyond four must be compensated through overload pay.

The following courses are not eligible for this compensation, but shall heretofore be credited at two hours equals one credit hour (2 hours = 1 credit hour):

1. Teaching and learning situations such as clinics, internships, and practicums where pre-instructional preparation is not essential such as dental hygiene and dental assisting.
2. Clinics, internships, and practicums where the instructor does not accompany the student to the site.
3. Labs where planning and organization of the in-class experience are not performed by the unit member.
4. Music performance courses.
5. Other sections credited in the '98/99 faculty loading report as three or more contact hours equals one credit hour.

Lab sections will count toward load compensation calculations only if one of the following conditions is met:

- enrollment is 50% or more of the customary maximum class size; or

- enrollment is 10 or more students.

Where several lab sections are scheduled simultaneously, student enrollment will be determined by combining the number of students in all the sections.

Writing Center and Math Lab compensation shall be 2.33 contact hours = 1 credit hour.

SECTION 2 – Television Instruction - Telelink, and I.T. F. S. Courses

Attached Instructional Television, Overload & Multiple Sites chart.

Release time or pay will be given.

Rate - maximum part-time credit hour rate.

If part of normal load, then only overload portion of pay will be at the maximum part-time rate.

SECTION 3 – Curriculum Development

Applies to total new course development or major revisions of existing courses. Does not apply to routine updating of the course work or reorganization of courses.

In-house development does not include Economic Development work. Rate: maximum part-time credit hour rate or release time (based on the number of credit hours of the course developed.)

SECTION 4 – Online Course Development

Faculty will be compensated for the development of online courses by being paid the maximum part-time credit hour rate or release time (based on the number of credit hours of the course developed). This compensation will be in addition to the compensation provided for text-based and telecourse development. The faculty member will be paid an additional credit hour at the maximum part-time rate if the online course development is completed within six (6) months from the agreed-upon start date of the project. If the project is not completed within twelve (12) months of the start date, the Director of Learning Initiatives may terminate the project and none of the compensation for the online development will be paid. If release time has been awarded in such a case, the hours must be repaid by the faculty member by way of future assignments.

Faculty shall be paid 0.5 credit hours at the maximum part-time rate per academic year per online course for hot-links revarification and reinvention if the following conditions are met:

1. the course has at least 10 hot-links integral (not supplemental) to the course, and;
2. the course is offered and run at least once during the year.

When faculty begin teaching an online course developed by another faculty member, they shall be paid an additional credit hour at the maximum part-time rate for course updating and revisions necessary for their instruction (pro-rated if not a standard three-credit hour course).

SECTION 5 – Anytime/Anywhere Loading & Compensation

Online courses will be loaded at 32 students, except when normal department course loading is less than 32 and the normal department load limit will be followed. Faculty approval is required to load online courses above 32 students or above the normal department limit.

Telecourse and text-based Anytime/Anywhere courses will be loaded at 39 students except when normal department course loading is less than 39 and the lower load limit will be followed.

Faculty teaching more than 32 students in online, telecourse or text-based Anytime/Anywhere courses will be paid \$50.00 for each student above 32 in a 3 credit hour course. A student will be counted when he/she has been enrolled for more than 14 calendar days after his/her start date. Payment will be prorated for courses more or less than 3 credit hours.

SECTION 6 – Development of Copyright Materials, Media and Online Projects

Any faculty member who produces educational materials, media or online projects, whether by his or her own initiative or at the request of the administration, and who does not in any way use the college's time, services, materials, software, or hardware, shall maintain full rights for the copyright, and to any further royalties or profits resulting from said publication or products. Furthermore, said materials shall be considered the property of the creator and the college may not use, reproduce, edit, modify, publish or license said materials without a negotiated agreement with its owner.

In those cases in which a faculty member produces educational materials, media, or online projects, whether by his or her own initiative or at the request of the administration, and who accesses college support in the form of release time, reduction in normal teaching or administrative duties, or support services in the forms of aid from college staff, supplies, software or hardware, the college and the particular faculty member, with the input of a Kirkwood Faculty Association designee, shall enter into a contractual agreement concerning the resulting rights from publication or sale of said products: (a) prior to the commencement of support from the college; or (b) prior to sale or external use of the products. In the event of said sales or external marketing, Kirkwood Community College shall retain the right to use, reproduce, edit, modify, and/or duplicate the materials for Kirkwood internal use only.

SECTION 7 – Honors & Independent Study

Faculty who participate in independent study projects, and who are carrying a 15- or 16-credit hour teaching load (6 summer hours) shall be compensated at a rate equal to one-half the tuition paid to the college by the student for the project. If the independent study is part of the honors program, faculty shall be paid \$60 for each student enrolled in a one-hour independent study.

In addition to the above compensation, faculty who participate in the honors program by planning and offering, for the first time, an honors unit tied to one of the designated Phi Theta Kappa honors theme, and who engage in other related honors activities, shall be paid \$180 annually.

Independent study compensation is limited to six (6) total student credit hours per semester without approval of the dean of the department.

SECTION 8 - Grant Writing/Accreditation Preparation

Grant writing and accreditation preparation may be part of the instructor's assignment, release time, or overload. Release time and overload will be determined between the unit member and the supervisor by mutual consent.

SECTION 9 - Substitute Teaching

When the college assigns an instructor to substitute for another teacher, it will pay:

Maximum part-time credit hour rate - lecture hour

One-half maximum part-time credit hour rate - laboratory hour

When coverage is release time for employee to go to a convention, professional meeting, lobbying, etc., the college will not pay for substitutes.

In unusual circumstances, the college will consider extra pay.

SECTION 10 - Coaching

Bargaining unit members who hold head coaching positions in basketball, baseball, and softball will receive the same percentage salary increase as described in Article II, Section I. The Coach's salary increase will be calculated on a straight percentage basis.

Teaching pay and supplemental pay will be broken out of the current employee's salary for issuing contracts.

SECTION 11 - Approved Student Clubs

Advising Student Clubs may be part of the instructor's normal assignment. Assigned duties shall be counted as time for the instructor's load. Travel expenses relating to Student Clubs shall be paid according to Article III. Extra days worked as a Student Club Advisor shall be paid on the instructor's per diem rate.

*** Instructional Television, Overload & Multiple Site Sections**

One Site		More Than One Site	
# Students	Cr. Hr. Reduct.	# Students	Cr. Hr. Reduct.
100 - 119**	4	80 - 99***	4
80 - 99	3	60 - 79	3
60 - 79	2	40 - 59	2
40 - 59	1	4 - 39	1

* Chart does not apply to Anytime/Anywhere courses.

** For each increment of 20 students above 119, an additional credit will be paid.

*** For each increment of 20 students above 99, an additional credit will be paid.

The above chart refers to a standard three-credit hour course. Courses of 4 or 5 credit hours shall be prorated from these amounts.

The college retains the right to limit class size to thirty-nine (39) students.

Student enrollment in Instructional Television will be determined based upon the class size on the 14th day following the start of the class in question. Additional pay will be granted based on the next level of attainment.

Student withdrawals after 10th day of the session will be included in class size computations.

APPENDIX D

KIRKWOOD COMMUNITY COLLEGE EXTENDED FAMILY RELATIONSHIP ELIGIBILITY

A qualified extended family partner, as defined below, is eligible to apply for coverage under any self-insured health care program offered by the college to bargaining unit members, and the Delta Dental/Vision Service Plan package.

To be eligible for coverage, the employee and family partner must complete and file an Affidavit of Extended Family Relationship with the Human Resources office. The Affidavit is a certification of the nature of the relationship. Additionally, three of the following conditions must exist:

1. The individuals have been residing together for at least 12 months prior to filing the Affidavit.
2. The individuals have common or joint ownership of a residence.
3. The individuals have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle
 - b. joint credit, checking, or loan account
 - c. joint lease of a residence
4. The employee has named the family partner as beneficiary on a life insurance policy, an annuity contract, or in his/her will.
5. The individuals have executed a "relationship contract" which obligates each to provide support for the other, and upon dissolution of the relationship requires a substantially equal division of property acquired jointly.
6. One or both of the individuals have executed a Durable Power of Attorney, and/or including for Health Care, naming the other.

Additional Provisions:

Notification of Changes: The individuals must agree to notify the Human Resources office of any changes attested to in the Affidavit of Extended Family Relationship.

Liability for False Statements: If any company or the College suffers a loss because of a false statement contained in the Affidavit or any documents that may be submitted to prove the nature of the relationship, or as a consequence of the failure to notify the Human Resources office of a change in circumstances, the company or the College will be entitled to recover all losses as a result.

Termination: Either individual in an extended family relationship may notify the Human Resources office, in writing, of termination of the relationship.

Waiting Period: Following termination of an extended family relationship, a 12 month period must elapse before a new Affidavit may be filed.

I have read and understand the Extended Family Relationship eligibility requirements as stated above.

Employee Name

Date

APPENDIX D

CONFIDENTIAL

AFFIDAVIT OF EXTENDED FAMILY RELATIONSHIP Kirkwood Community College

I, _____, certify that:
(Please print)

1. I and _____
(Please print) reside together and intend to do so indefinitely,
are responsible for our common welfare, and share the common necessities of life.
2. We affirm that this relationship has been in existence at least 12 consecutive months. We understand that documentation of proof may be required.
3. We are not married to anyone.
4. We are at least 18 years of age.
5. We are not related by blood closer than would bar marriage in the State of Iowa.
6. I agree to notify the Human Resources office, in writing, within 30 days of a termination of this relationship.
7. We understand that any person, employer, or company who suffers any loss because of false statements contained in this Affidavit may bring a civil action against us to recover their losses.
8. We provide the information in this Affidavit to be used by Kirkwood for the sole purpose of determining our eligibility for health care benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our expressed written authorization or pursuant to a court order.
9. We affirm, under penalty of perjury, that the ascertainments in this Affidavit are true to the best of our knowledge.

Employee Signature

Date

Extended Family Member

Date of Birth

Date